

**STATEMENT UNDER 37 CFR 3.73(b)**Applicant/Patent Owner: Fenzian LimitedApplication No./Patent No.: 7,483,734Filed/Issue Date: January 27, 2009

Titled:

TREATMENT APPARATUS FOR APPLYING ELECTRICAL IMPULSES TO THE BODY OF A PATIENT

Fenzian Limited

, a

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest in;
2. ☐ an assignee of less than the entire right, title, and interest in  
(The extent (by percentage) of its ownership interest is \_\_\_\_\_ %); or
3. ☐ the assignee of an undivided interest in the entirety of (a complete assignment from one of the joint inventors was made)

the patent application/patent identified above, by virtue of either:

- A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy therefore is attached.

OR

- B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:

1. From: Inventor To: Eumedic Limited

The document was recorded in the United States Patent and Trademark Office at

Reel 019025, Frame 0336-339, or for which a copy thereof is attached.

2. From: Eumedic Limited To: Fenzian Limited

The document was recorded in the United States Patent and Trademark Office at

Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

3. From: \_\_\_\_\_ To: \_\_\_\_\_

The document was recorded in the United States Patent and Trademark Office at

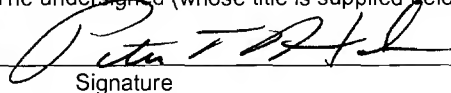
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet(s).

- ☒ As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.



Signature

February 14, 2011

Date

Peter T. Holsen

Attorney of Record

Printed or Typed Name

Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

## CONFIRMATORY ASSIGNMENT

This Confirmatory Assignment is made the 14<sup>th</sup> day of December 2010

### **Between:**

- (1) Eumedic Limited in Administration, a British Company, whose registered office is at c/o Bond Partners LLP Suite 2, 1<sup>st</sup> Floor, Turnpike Gate House, Birmingham Road, Alcester B49 5JG (formerly trading from 3 Charnham Lane, Hungerford, Berkshire RG17 0EY) (the "**Assignor**");
- (2) Theodoulos Papanicola, Administrator of the Assignor, of Bond Partners LLP, The Grange, 100 High Street, London N14 6TG, UK (the "**Administrator**"); and
- (3) Fenzian Limited, a British Company, whose registered office is at Winter Hill House, Marlow Reach, Station approach, Marlow, Buckinghamshire SL7 1NT, UK (the "**Assignee**").

### **Whereas:**

- (A) The Assignor is recorded as the legal and beneficial owner of the patent applications and registrations listed in the attached Schedule (the "**Patents**")
- (B) The Administrator was appointed Administrator of the Assignor on 2 September 2010 in the High Court of Justice, Chancery Division, Birmingham District Registry (No. 8403 of 2010) under paragraph 22 of Schedule B1 to the Act.
- (C) The Assignor by agreement dated 2 September 2010 (the "**Agreement**") assigned all of its right and interest in and to the Patents and all its rights attaching thereto to the Assignee.

**It is hereby confirmed** as follows:

### **1 Assignment**

- 1.1 In consideration of £1 (one pound sterling) and the amount set down in said Agreement (the receipt of which is hereby acknowledged by the Assignor), the Assignor acting by its Administrator hereby confirms the assignment, and to the extent not already assigned assigns, to the Assignee absolutely and with no title guarantee the Patents and all the rights powers and liberties and immunities conferred on the proprietor by the grant thereof including the right to sue for damages and other remedies in respect of any infringement of such rights or other acts within the scope of the claims of any published specification of the Patent or accompanying any application therefor prior to the date hereof TO HOLD the same unto the Assignee absolutely.
- 1.2 The Assignor and the Administrator hereby agree that the Assignor and/or Administrator (but only so long as he retains office in relation to the Assignor and provided that all and any personal liability of the Administrator is expressly excluded) shall at the Assignor's expense and on a full indemnity basis will at the

request of the Assignee cause the Assignor to execute and sign all such documents (in such form that the Assignor's solicitors shall approve) as and do such acts as may be reasonably necessary to give full effect to this Assignment and to record the Assignee as proprietor of the Patents.

## **2 Law and Jurisdiction**

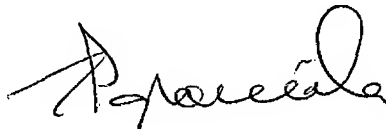
- 2.1** This Confirmatory Assignment shall be governed by and construed in accordance with English law.
- 2.2** All parties irrevocably agree that the Courts of England are to have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Agreement. All parties irrevocably submit to the jurisdiction of such courts and waive any objection to proceedings in any such court on the ground of venue or on the ground that the proceedings have been brought in an inconvenient forum

## **3 Administrator's Liability**

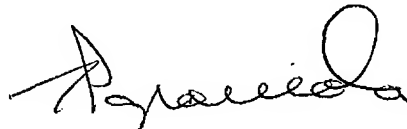
The Assignee acknowledges and agrees that in the negotiation and completion of this agreement the Administrator is acting only as agent of the Assignor and that notwithstanding that this agreement shall have been signed by the Administrator on behalf of the Assignor it is expressly agreed and declared that no personal liability under or in connection with this agreement shall fall on the Administrator or his firm, partners or employees whether such liability would arise under the Insolvency Act 1986 or otherwise and the Administrator is party to this agreement in his personal capacity only for the purpose of receiving the benefit of this sub-clause and the exclusions, limitations, undertakings, covenants and indemnities in his favour in this agreement.

**In witness** whereof this Confirmatory Assignment has been entered into on the date stated at the beginning.

SIGNED by THEODOULOS  
PAPANICOLA for and on  
behalf of the Assignor as its  
agent and without personal  
liability



SIGNED by THEODOULOS  
PAPANICOLA as  
Administrator



SIGNED by JAMES  
COLTHURST  
Director  
On behalf of the Assignee  
in accordance with its constitution



## SCHEDULE

The "Patents"			
Country	Number	Title	Kilburn & Strode Reference
Australia	2004320291	Treatment Apparatus for Applying Electrical Impulses to the Body of a Patient	P33710AU-M
Canada	2568581	Treatment Apparatus for Applying Electrical Impulses to the Body of a Patient	P33710CA-M
China	CN1976737A	Treatment Apparatus for Applying Electrical Impulses to the Body of a Patient	P33710CN-M
EPC	1761301	Treatment Apparatus for Applying Electrical Impulses to the Body of a Patient	P33710EP-K
UK	2414407	Treatment Apparatus for Applying Electrical Impulses to the Body of a Patient	P33710GB
Hong Kong	1101561A	Treatment Apparatus for Applying Electrical Impulses to the Body of a Patient	P33710HK-R
India	7137/DELP/2006	Treatment Apparatus for Applying Electrical Impulses to the Body of a Patient	P33710IN-M
Japan	2008-500850	Treatment Apparatus for Applying Electrical Impulses to the Body of a Patient	P33710JP-M
New Zealand	551745	Treatment Apparatus for Applying Electrical Impulses to the Body of a Patient	P33710NZ-M

Taiwan	94115575	Treatment Apparatus for Applying Electrical Impulses to the Body of a Patient	P33710TW
USA	US-2008-0281382-A1	Treatment Apparatus for Applying Electrical Impulses to the Body of a Patient	P33710US1
USA	US-2008-0281366-A1	Treatment Apparatus for Applying Electrical Impulses to the Body of a Patient	P33710US2
USA	7483734	Treatment Apparatus for Applying Electrical Impulses to the Body of a Patient	P33710US-M
PCT	WO2005/118061	Treatment Apparatus for Applying Electrical Impulses to the Body of a Patient	P33710WO
China	PCT/GB2009/00590	Electrical Treatment Apparatus	P44592CN-M
EPC	09717821.4	Electrical Treatment Apparatus	P44592EP-K
UK	2458165	Electrical Treatment Apparatus	P44592GB
US	PCT/GB2009/00590	Electrical Treatment Apparatus	P44592US-M
PCT	PCT/GB2009/00590	Electrical Treatment Apparatus	P44592WO
GB	1001631.9	Wound Dressing	P49067GB